

RECORDATION NO. 6032-A Filed & Recorded

MAY 19 1969 - 12 50 PM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 7. COUNTERPARTS OF  
WHICH THIS IS COUNTER PART No. 4

GREAT NORTHERN RAILWAY THIRD EQUIPMENT TRUST 1969

Supplemental Lease of Equipment

AGREEMENT dated as of the 1st day of May, 1969,  
between FIRST NATIONAL CITY BANK, a national banking associ-  
ation duly incorporated and existing under the laws of the  
United States of America (hereinafter called the "Trustee"),  
party of the first part, and GREAT NORTHERN RAILWAY COMPANY,  
a corporation duly organized and existing under the laws  
of the State of Minnesota (hereinafter called the "Company"),  
party of the second part.

WHEREAS, by the terms of a certain lease of rail-  
road equipment dated December 1, 1968, between First National  
City Bank, as Trustee, and the Company, there was leased to  
the Company the railroad equipment described on page 3 of  
the lease; and

WHEREAS, in said Lease the Company estimated the cost  
of the railroad equipment therein specifically described to  
be approximately \$4,230,000 and agreed that in the event that  
the actual cost of said equipment therein specifically des-  
cribed should not amount to at least said sum, in addition  
to said equipment therein specifically described, there would  
be acquired and subjected to said Lease by means of a supple-  
mental lease other new standard-gauge rolling stock (other  
than work or passenger equipment) of such cost that the

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aggregate cost of all the railroad equipment subjected to said Lease would be at least said sum; and

WHEREAS, the actual cost of the railroad equipment described in said Lease is less than the \$4,230,000 and the Company desires, in accordance with the aforesaid provisions of said Lease, to subject additional railroad equipment to the terms and conditions of said Lease:

NOW, THEREFORE, it is agreed:

1. That pursuant to the aforesaid provisions of said Lease of railroad equipment dated December 1, 1968, the Trustee has let and leased, and does hereby let and lease, to the Company the following railroad equipment of the Great Northern Railway Third Equipment Trust of 1968, to-wit:

<u>No. of Units</u>	<u>Description of Equipment</u>	<u>Name of Builder</u>
2	70-ton 61' steel deck flat cars with end of car cushioning. Great Northern road Nos. 60745 and 60746. Estimated cost \$14,760 each.	The Maxson Corporation

under and subject to all of the terms and conditions of said Lease of railroad equipment dated December 1, 1968, and the Company has accepted, and does hereby accept, delivery and possession of said flat cars thereunder.

2. Said flat cars numbers 60745 and 60746 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Lease in all respects as

if the same had been so delivered to the Company simultaneously with the execution and delivery of said Lease, and shall be subject to all the terms and conditions of the Agreement dated December 1, 1968 between Burlington Equipment Company, Vendor, First National City Bank, Trustee, and the Great Northern Railway Company, annexed to and made a part of said Lease.

3. It is understood and agreed that except as otherwise provided in said Lease dated December 1, 1968 the title to and ownership of said flat cars shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Lease may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Lease or any counterpart hereof to produce or

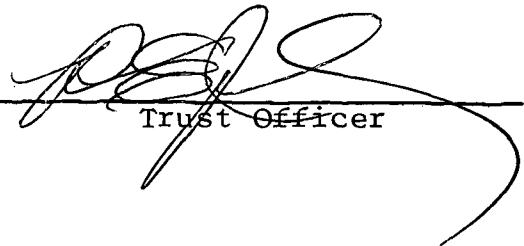
account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company pursuant to due corporate authority, have caused these presents to be signed and their respective corporate names and their respective corporate seals to be affixed hereto and attested, as of the day and year first above written.

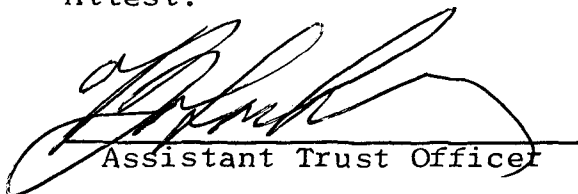


FIRST NATIONAL CITY BANK, as Trustee

By

  
Trust Officer

Attest:


  
Assistant Trust Officer

GREAT NORTHERN RAILWAY COMPANY

By

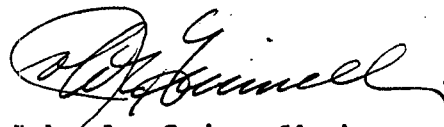
  
Executive Vice President


Attest:

  
Secretary

STATE OF NEW YORK       )  
                              )  
COUNTY OF NEW YORK     )   SS

On this 13<sup>th</sup> day of May, 1969 before me  
personally appeared     R. E. Johnson           to me personally  
known, who, being by me duly sworn, says that he is a  
Trust Officer of First National City Bank, that the seal  
affixed to the foregoing instrument is the corporate  
seal of said association, that said instrument was signed  
and sealed on behalf of said association by authority of  
its Board of Directors, and he acknowledged that the  
execution of the foregoing instrument was the free act  
and deed of said association.

  
\_\_\_\_\_  
(s/ John L. Grimmelbein  
John L. Grimmelbein  
Notary Public, State of New York  
No. 30-6675350  
(NOTARIAL)     Qualified in Nassau County  
( SEAL )     Certificate filed in New York County  
Term Expires March 30, 1970



STATE OF MINNESOTA     )  
                              )   SS  
COUNTY OF RAMSEY     )

On this 24th day of April, 1969 before me personally appeared R. W. Downing, to me personally known, who, being by me duly sworn, says that he is the Executive Vice President of Great Northern Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL)  
( SEAL )

*Edith B. LaFave*  
\_\_\_\_\_  
/s/ Edith B. LaFave  
Edith B. LaFave  
Notary Public, Ramsey County, Minn.  
My Commission Expires Jan. 3, 1975